



AMERICAN INDIAN NATIONAL BANK

1701 PENNSYLVANIA AVENUE, NORTHWEST
WASHINGTON, D. C. 20006

RECORDATION NO. *9463* Filed & Recorded

RICHARD B. ZUKOWSKI
Vice President

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JUN 28 1978 - 2 00 PM

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June 28, 1978

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mildred Lee

Re: Railroad Car Lien Recordation

Dear Ms. Lee:

Enclosed you will find the original and two certified copies of the note and security agreement evidencing the American Indian National Bank's lien on railroad cars numbered OCTR105 and OCTR106. This lien originated by the executed note in the amount of \$60,000 which was used as part of the purchase price of the rail cars. The owner of the railroad cars and debtor to the Bank is John H. Montgomery of 32 West Irving Street, Chevy Chase, Maryland. Also enclosed is a check for \$100.00 representing the filing fee. Upon recordation, please return the original note and security agreement to American Indian National Bank, 1701 Pennsylvania Avenue, N.W., Washington, D.C. to the attention of Darrell D. Merkel.

8-173A047
JUN 28 1978

Date.....

Fee \$ *100*

8

Very truly yours

Richard B. Zukowski
Vice President

ICC Washington, D. C.

The logo of the American Indian National Bank represents the spirit of the American Indian of today. His youthful face looking forward and upward, gives a feeling of vitality and swift movement to symbolize the American Indians' progress towards a bright future.

The number four is a sacred number among American Indian tribes which is why four markings are placed on the face. The number seven, indicated by the seven eagle feathers on the headdress, stands for good fortune and symbolizes successful completion. This portrays the objective of the American Indian National Bank which is to assist in improving economic conditions of the American Indian. Eagle feathers are a mark of strength, power and distinction which also characterizes this bank. The headband on the headdress is a mark of honor for the Indians of America.

This logo was designed by Solomon McCombs, an internationally known American Indian artist.

Completed Darrell D. Merkel

AMERICAN INDIAN NATIONAL BANK

CORPORATE, PARTNERSHIP OR INDIVIDUAL COLLATERAL NOTE

RECORDATION NO. 94637 Filed & Recorded

Washington, D.C.

JUN 28 1978 -2 30 PM

\$ 60,000.00

June 26 19 78

INTERSTATE COMMERCE COMMISSION

The Undersigned, for value received promise(s) to pay to the order of AMERICAN INDIAN NATIONAL BANK (hereinafter called the "Bank"), Washington, D.C. 20006, the sum of

Sixty Thousand -----and 00/100 DOLLARS, with interest at the rate

of Prime +2.50 % (Not to exceed 13%) per annum; principal and interest to be paid as follows: Interest only, payable October 1, 1978 and January 1, 1979. Regular monthly payments of principal and interest to commence February 1, 1979, in the amount of \$1,092.00, until paid in full. (Prime, defined as that of Manufacturers Hanover Trust Company of New York.)

To secure the payment of this note, and of every other debt or liability of the Undersigned to the Bank, whether presently existing or hereafter arising, matured or unmatured, direct or contingent, joint, several, or joint and several, and howsoever evidenced or acquired, the Undersigned and every other person liable hereon as endorser or guarantor hereby grant a security interest to the Bank, in, and pledge with the Bank, all property of each of them, herein referred to as "the collateral", whether tangible or intangible, (including all stock dividends and other distributions and all rights declared on, or paid, or issued in connection with any investment security included is such collateral) which has heretofore been delivered into the possession, custody or control of the Bank or is so delivered concurrently with the execution hereof, or which is hereafter so delivered, whether as security for the payment of this note or as security for the payment of any other debt or liability of the Undersigned or of each such other person to Bank, or whether coming into the possession, custody or control of the Bank for any other purpose. The collateral delivered to the Bank concurrently with the execution hereof consists of the following:

Deed of Trust of even date on property located at: 32 West Irving Street, Chevy Chase, Maryland, as further described in deed of trust document.

Two (2) Model XF railroad cars #'s OCTR105 & OCTR106

Assignment of rental payments on Railroad cars

If this note is payable otherwise than on demand, and if, prior to the time stated for the payment hereof, any party hereto liable for the payment hereof as maker, endorser or guarantor defaults in the payment of any other debt or liability owing to the Bank; or if any such party dies; or if a petition in Bankruptcy is filed by or against any such party; or if any such party makes an assignment for the benefit of creditors or becomes a party to any proceeding under state or federal law for an adjustment, settlement, extension or composition of or other relief from such party's debts; or if a levy, distraint, attachment or execution is made against the property of any such party; or if any event takes place which, in the opinion of the Bank, impairs the financial responsibility of any such party; or if the Bank deems itself insecure for any other reason; then, in any such event this note, and all other debts and liabilities of each such party to the Bank, shall, at the option of the Bank, and without notice to any such party, become immediately due and payable.

The Bank shall take reasonable care in the custody and preservation of any collateral held by it hereunder to the extent required by law, but, if the collateral so held consists in whole or in part of instruments or chattel paper, it shall not be a breach of reasonable care if the Bank does not take necessary steps to preserve rights against prior parties, nor shall it constitute a breach of reasonable care if the Bank fails to undertake to collect the principal of or interest or other increment on any instrument or investment security, or fails to present any investment security for conversion or other change, unless, after written notice to the Bank from the Undersigned or from any other party liable hereon in any capacity whose property is held as collateral hereunder that such interest, other increment or principal is due, or that such investment security has been called for conversion or other change, the Bank fails to use reasonable diligence to undertake collection of such interest, increment or principal, or fails to make presentation for conversion or other change, or fails to enable the Undersigned or such other party to do so.

Upon nonpayment of this note at its stated or accelerated maturity, the Bank may, in addition to such other and further rights and remedies provided by law, (1) collect interest on the principal balance owing hereon at the highest legal rate from the date of such maturity; (2) set off the amount owing hereon against any deposit account maintained in the Bank by the Undersigned or by any other person liable hereon as endorser or guarantor, and such right of setoff shall be deemed to have been exercised immediately upon the stated or accelerated maturity hereof though such setoff is not noted on the Bank's records until a later time; (3) hold as security for the payment hereof any property heretofore or hereafter delivered into the custody, control or possession of the Bank for any reason or purpose whatsoever, by any person liable for the payment hereof as maker, endorser or guarantor; (4) sell all or part of the collateral at public or private sale(s), with such notice, if any, as may be required by law, all such notice being hereby waived to the extent permitted by law.

I, W. Peyton George, have compared the attached copies with the original documents and attest to the fact that these copies are true and correct copies of the original in all respects. W. Peyton George, Jr., Notary Public. My commission expires 11-14-79

No party liable for the payment hereof as maker, endorser or guarantor shall be discharged from liability hereon, in whole or in part, by reason of the Bank's releasing, or accepting substitutions for, all or any part of the collateral, and each such party consents to and waives notice of all extensions of time for the payment hereof, all renewals hereof, all releases and substitutions of collateral and all other modifications of the terms hereof which may be made or granted by the Bank from time to time.

If this note is referred to an attorney for collection, each party liable for the payment hereof as maker, endorser or guarantor agrees that all reasonable attorney's fees and other costs of collection shall be added to such amount of principal and interest owing hereon and shall be payable as part thereof.

The Bank may date this note as of the date of the making of the loan evidenced by this note; may complete any blank spaces in this note according to the terms of the agreement, if any, pursuant to which the loan evidenced by this note is made; and may cause the signature of one or more additional makers or endorsers of this note to be added at any time without notice to any prior signers.

If, at the time when this note is paid in full, any party liable hereon as maker, endorser or guarantor is liable to the Bank for the payment of any other debt or liability, the Bank may retain, as security for the payment of such other debts and liabilities, the collateral held by it as security for the payment of this note, with all the rights and remedies herein and otherwise conferred upon the Bank as a secured party by law, notwithstanding the surrender by the Bank of this note upon payment hereof.

If this note is executed by more than one maker, the word "Undersigned" as used herein shall be deemed to refer to each of them individually and their liability hereunder shall be joint and several.

This note and the rights and obligations of all parties hereto shall be subject to and governed by the law of the District of Columbia.

FINANCE
CHARGE(S)

\$ _____

ANNUAL PERCENTAGE
RATE _____ %

NO. OF
PAYMENTS _____

John H. Montgomery

Witness

Individual(s) Acknowledgment

STATE OF DISTRICT OF
COLUMBIA }
COUNTY OF _____

ss.:

On this 26th day of JUNE, 19 78, before me personally appeared
JOHN H. MONTGOMERY

to me known, and known to me to be the individual(s) described in and who executed the foregoing instrument and (t) (s) he(y) duly acknowledged to me that (t) (s) he(y) executed the same.

Paul G. Henson
Notary Public

The Undersigned, and each of them, if more than one, hereby (1) agrees that, if the within note is not paid according to its terms, he will pay the amount owing thereon without resort by the holder to any other party liable for the payment thereof and without resort by the holder to any security held therefor; (2) waives presentment, notice of dishonor, and protest; and (3) waives notice of, and consents to, all renewals of the within note, all extensions of time for the payment thereof, and all releases and substitutions of the security held therefor.

Witness

Individual(s) Acknowledgment

STATE OF _____
COUNTY OF _____

ss.:

On this _____ day of _____, 19 _____, before me personally appeared

to me known, and known to me to be the individual(s) described in and who executed the foregoing instrument and (t) (s) he(y) duly acknowledged to me that (t) (s) he(y) executed the same.

Notary Public